



Sean Rogan  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

700 W. Main Street • Alhambra, CA 91801

Tel: 626.262.4511 • TDD: 626.943.3898 • www.lacdc.org

Hilda L. Solis  
Mark Ridley-Thomas  
Sheila Kuehl  
Don Knabe  
Michael D. Antonovich  
Commissioners

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

September 20, 2016

The Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

4-D September 20, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE LANDSCAPE ARCHITECTURAL SERVICES CONTRACT FOR THE MAGIC  
JOHNSON PARK PROJECT  
(DISTRICT 2) (3 VOTE)**

**SUBJECT**

This letter recommends award of a Landscape Architectural Services Contract to Ahbe Landscape Architects to provide for the initial phase of design and other related services for the proposed Magic Johnson Park project, located at 905 East El Segundo Boulevard, in unincorporated Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions do not constitute a project pursuant to the California Environmental Act (CEQA).
2. Authorize the Executive Director, or his designee, to execute an Architectural Services Contract (Contract) and all related documents with Ahbe Landscape Architects to provide landscape design and other related services for the proposed Magic Johnson Park project (Project), using up to \$1,233,544 in Second District Project and Facilities Development Funds included in the Commission's approved Fiscal Year 2016-2017 budget.
3. Authorize the Executive Director, or his designee, upon his determination and as necessary and appropriate under the terms of the Contract, to amend or to terminate the Contract for convenience.
4. Authorize the Executive Director, or his designee, to increase the Contract amount, if necessary, by up to \$123,354 (10%), using the same source of funds, to provide for any unforeseen project costs.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to award an Architectural Services Contract to Ahbe Landscape Architects to provide for the initial phase of landscape design and other related services for the proposed Project.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County General Fund. The Contract is being funded with Second District Project and Facilities Development Funds.

On February 23, 2016, your Board authorized the Commission to accept and incorporate up to \$2,000,000 from the County for predevelopment services including initiating a design contract for the Project. The Landscape Architectural Services Contract with Ahbe Landscape Architects will be funded using up to \$1,233,544 of these funds.

A 10% contingency, in the amount of \$123,354, is being requested for any unforeseen services associated with the Contract, using the same source of funds.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The 126 acre existing Magic Johnson Park is located at 905 East El Segundo Boulevard in unincorporated Los Angeles. The proposed re-visioning of the park will be divided into five or more phases. Phase 1A will include redesigning 22 acres to include a new 20,000 square foot community events center, wedding pavilion, outdoor amphitheater, sculpture garden, reflecting pool, splash pad, group picnic areas, restrooms, play areas, entry kiosk, parking, multi-use trail, and large areas of landscaping.

The attached Contract will provide consultant services covering conceptual design, schematic design and design development for Phase 1A. It is anticipated that a subsequent Amendment will be approved to cover construction documents preparation, plan check submissions and corrections, and assistance during the bidding and construction administration phases, pending available funding.

Should Ahbe Landscape Architects require additional or replacement personnel during the term of the Contract, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualifications for the open positions. The Consultant will contact the County's GAIN/GROW Division for a list of participants by job category.

The Contract has been reviewed by County Counsel and is attached in substantially final form.

### **ENVIRONMENTAL DOCUMENTATION**

The action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378 (b)(5) of the State CEQA guidelines. The proposed action is an administrative activity of government which will not result in

direct or indirect physical change to the environment.

### **CONTRACTING PROCESS**

On July 30, 2013, the Commission initiated a Request for Statement of Qualifications (RFSQ) process to procure the most qualified architectural and engineering firms for various Commission projects. Notices of the RFSQ were mailed to 493 architecture and engineering firms identified from the Commission's vendor list. An announcement also appeared on the County and Commission websites. As a result of the outreach, 228 RFSQs were downloaded from the website.

Sixteen firms submitted Statements of Qualifications (SOQ) by the original deadline of August 29, 2013. Immediately following the submittal deadline, a selection panel of Commission staff began independent evaluations of the SOQs. The evaluation was based on experience and personnel qualifications, without regard to price. The panel performed its threshold review, and 16 firms passed basic threshold requirements to establish a shortlist of qualified architectural and engineering firms to provide services for various types of projects including, (1) libraries; (2) multi-family residential developments; (3) landscape, park, community gardens, streetscapes, and commercial business façade improvements; and (4) community centers, senior centers, and family and social service centers. The panel agreed on scores for recommendations for a shortlist of consultants for each of the four project types. The shortlist was reviewed and approved by the Executive Director on December 2, 2013.

Four firms were placed on the shortlist for landscape, park, community gardens, streetscapes, and commercial business façade improvements. In May 2016, the Commission held discussions with the top three firms on the shortlist for the purpose of identifying the most qualified firm for this proposed Project. Ahbe Landscape Architects was determined to be the most qualified firm and was asked to submit a fee proposal and enter into negotiations with the Commission. This resulted in a total negotiated fee for project delivery of conceptual design through design development phases for \$1,233,544 which the Commission has determined is fair and reasonable. Ahbe Landscape Architects previously developed the conceptual master plan for the park under an agreement with the Department of Parks and Recreation.

The Summary of Outreach Activities is provided as Attachment A.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed Contract will provide for the initial phase of conceptual design through design development services necessary to complete the proposed Magic Johnson Park project, which will allow for expanded park services and programming to the residents of unincorporated Los Angeles.

The Honorable Board of Commissioners

9/20/2016

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:SS:so

Enclosures

## ATTACHMENT A

### Summary of Outreach Activities

#### Request for Statement of Qualifications (RFSQ) for Architectural and Engineering Services

On July 30, 2013, the following Request for Statements of Qualifications (RFSQ) was initiated to procure the most qualified architecture and engineering firms for various Housing Authority and/or Community Development Commission Projects.

##### A. Newspaper Advertising

Beginning on July 30, 2013, an announcement of the RFSQ appeared in the following newspaper:

Dodge Construction News/Green Sheet

The announcement of the RFSQ was also posted on the Commission's and County WebVen's websites. Firms were asked to download the RFSQ directly through the Commission's website.

##### B. Distribution of RFSQs

The Commission's vendor list was used to email notification of the RFSQ to 493 architectural and engineering firms, of which 211 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 228 RFSQs were requested and downloaded from the Commission's website.

##### C. Pre-submittal Conference

On August 6, 2013, a total of 76 firms attended a mandatory pre-submittal conference to address questions about the Statement of Qualifications format, submittal requirements, and scope of various projects.

##### D. Statements of Qualifications (SOQs)

On August 29, 2013, a total of 16 firms submitted SOQs, of which seven (7) identified themselves as female or minority-owned.

E. Review of SOQs and Newspaper Advertising

From September 2013 to October 2013, a review panel consisting of Commission staff reviewed the SOQs and ranked each firm independently. The panel performed its threshold review, and 16 firms passed basic threshold requirements to establish a shortlist of qualified architectural and engineering firms to provide services for various types of projects including, but not limited to, (1) libraries; (2) multi-family residential developments; (3) landscape, park, community gardens, streetscape, and commercial business façade improvements; and (4) community centers, senior centers, and family and social service centers. The panel scored SOQs for recommendations for a shortlist of consultants for each of the four project types. The shortlist was reviewed and approved by the Executive Director on December 2, 2013.

Four firms were placed on the shortlist for landscape, park, community gardens, streetscapes, and commercial business façade improvements. In May 2016, the Commission held discussions with the top three firms on the shortlist for the purpose of identifying the most qualified firm for this proposed Project. Ahbe Landscape Architects was determined to be the most qualified firm and was asked to submit a fee proposal and enter into negotiations with the Commission. This resulted in a total negotiated fee for project delivery of conceptual design through design development phases for \$1,233,544 which the Commission has determined is fair and reasonable.

F. Participation of Minorities and Women – Selected Landscape Architect

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Ahbe Landscape Architects	Minority	Total: 15 9 minorities 9 women 60% minority 60% women

G. Participation of Minorities and Women - Firms Not Selected

RSAUD UTILE, Inc.	Non-Minority	Total: 4 3 minorities 1 woman 75% minority 25% women
Katherine Spitz Associates, Inc.	Minority/Female	Total: 10 6 minorities 5 women

		60% minority
		50% women
Martinez Architects, Inc.	Minority	Total: 13
		10 minorities
		5 women
		77% minority
		38% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of contract is being made in accordance with the Commission's policies and Federal regulations, and without regard to race, creed, color, or gender.

## **LANDSCAPE ARCHITECTURAL SERVICES CONTRACT**

This Contract ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Ahbe Landscape Architects, Inc., hereinafter referred to as "Consultant."

### **RECITALS**

#### **1. PURPOSE**

The Commission and Consultant desire to enter into this Contract to enable Consultant to provide landscape architectural services to the Commission upon the Commission's issuance of a notice to proceed ("Notice to Proceed") for the project defined below. The purpose of this Contract is to allow the Commission to retain the services of the Consultant to provide design services, and any other services required for the new design of the Magic Johnson Park located at 905 East El Segundo Boulevard, Los Angeles, CA 90059.

### **TERMS AND CONDITIONS**

#### **2. TERM**

This Contract shall commence as of the day and year first above written and shall remain in full force and effect for the duration of the Project, unless sooner terminated as provided herein.

#### **3. CONSULTANT'S SERVICES AND RESPONSIBILITIES**

The Consultant agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

#### **4. RESPONSIBILITIES OF THE COMMISSION**

The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the Services.

The Commission shall designate the representative authorized to act in its behalf with respect to the Project. The Commission or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Services.



The Commission's designated representative authorized to act in its behalf with respect to the Project shall be:

Scott Stevenson, Director  
Construction Management Unit  
Community Development Division  
Community Development Commission of the County of Los Angeles  
700 W. Main Street  
Alhambra, CA 91801

The Commission's representative shall examine documents submitted by the Consultant and shall render decisions pertain thereto to avoid unreasonable delay in the progress of the Consultant's Services.

The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Commission. However, their completeness and accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the project.

The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work.

The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

## **5. NOTICE TO PROCEED**

Consultant agrees to perform, in a timely and professional manner, all landscape architectural services and any other services that Consultant is authorized and requested to provide pursuant to this Contract. No work shall commence until a written Notice to Proceed is issued by the Commission to Consultant. Each Notice to Proceed shall be incorporated by reference into this Contract. Consultant acknowledges, understands, and agrees that entering into this Contract is not a guarantee that any work will be assigned to Consultant under this contract, or that the Commission will issue a Notice to Proceed. Consultant further acknowledges, understands, and agrees that it is entirely possible that the Commission never issues a Notice to Proceed and therefore the Consultant might not provide any services pursuant to this Contract. The Consultant agrees that all Services performed by the Consultant shall be the sole responsibility of the Consultant.

## **6. COMPENSATION**

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of \$1,233,544.00.

The Consultant shall be paid in accordance with the Commission's standard accounts payable system and as further set forth in Attachment B, Fee Schedule, which is attached hereto and incorporated herein by this reference. To ensure prompt payment, the Consultant must submit a monthly invoice on a form approved by the Commission for services rendered, and this invoice must be approved by the Commission.

There shall be no adjustments to compensation except as authorized in an amendment entered into between the parties pursuant to Section 57 of this Contract. The costs for all services performed by Consultant, that are outside of the scope of services of this Contract or any amendment, shall be borne solely by Consultant.

The Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Consultant after the expiration or other termination of this Contract. Should the Consultant receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.

## **7. PAYMENT SCHEDULE**

The Consultant shall submit to the Commission on the 1<sup>st</sup> day of each month an invoice on a form approved by the Commission for services rendered. The invoice shall depict a detailed, itemized list of actual work completed and total amount due, as described in the Statement of Work. The Commission will pay the Consultant within thirty (30) days of approval of the invoice in accordance with Attachment B, Fee Schedule.

The Consultant shall be paid in accordance with the Commission's standard accounts payable system.

The Consultant shall not be entitled to payment of reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to perform hereunder, except as specified herein.

The Consultant shall maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total contract

authorization under this Contract. Upon occurrence of this event, the Consultant shall send written notification to the Commission at the herein address provided in Section 46, Notices, in this Contract.

## **8. SOURCE AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD), the Board of Commissioners of the County of Los Angeles and other funding sources, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Consultant in writing within ten (10) days of receipt of non-appropriation notice.

## **9. SUSPENSION AND TERMINATION**

### **9.1 Suspension**

Commission, at its convenience, and without further liability except as herein specified, may suspend this Contract, in whole or in part, by written notice personally delivered to the Consultant specifying the effective date and extent of the suspension. The Consultant shall immediately discontinue all services unless otherwise indicated by Contracting Officer. Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all Documents other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant. In the event the entire Contract is suspended, Commission shall pay Consultant reasonable demobilization expenses subject to Commission's rights of set-off, recoupment and withholding. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. Commission shall not be liable for demobilization expenses if only a portion of the Contract is suspended. In the event the entire Contract is suspended and Consultant is directed to remobilize within one calendar year of the effective date of the suspension, Commission shall pay remobilization expenses directly attributable to restarting services hereunder and, at Commission's option, Consultant and Commission shall negotiate Consultant's fees for services remaining under this Contract. If no Contract as to expenses and fees can be reached, this Contract may be terminated for the Commission's convenience. In the event the entire Contract is suspended and the period of suspension exceeds one calendar year, this Contract may be deemed, at the Commission's sole discretion, terminated for the convenience of Commission upon written notice to the Consultant.

### **9.2 Termination for Convenience of the Commission**

The Commission reserves the right to cancel or terminate this Contract in whole or in part, without any liability, and for any reason at all upon ten (30) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory Services, unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project. Commission will pay Consultant termination expenses subject to the Commission's rights of recoupment, set-off and withholding.

Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all Documents and other information developed in the performance of this Contract, whether complete or in process, as may have been accumulated by Consultant.

Commission may take over the services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Commission for any excess costs incurred by Commission in completing the scope of Services of this Contract.

Consultant shall assign the contracts of its consultants and/or their subconsultants to Commission, to the extent requested by the Contracting Officer.

### **9.3 Termination for Cause and / or Default**

This Contract may be terminated by the Commission upon ten (10) days' written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Contract terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Consultant to perform any Services in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend and/or terminate the performance of this Contract by Consultant in whole or in part.
- B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if Consultant abandons the Services for more than five (5) days, then notice of deficiency thereof in writing may be served upon Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend and/or terminate the performance of this Contract by Consultant in whole or in part.

- C. Failure on the part of the Consultant to procure or maintain insurance required by this Contract shall constitute a material breach of this Contract upon which the Commission may immediately terminate this Contract.
- D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, with respect to all finished or unfinished Documents prepared by the Consultant under this Contract, Consultant shall be entitled to receive just and equitable compensation for such that has been satisfactorily completed, subject to the Commission's rights of recoupment, cut-off, and withholding.

#### **9.4 Termination for Improper Consideration**

Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Consultant's performance pursuant to the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and / or default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### **10. ASSIGNMENT BY CONSULTANT**

The Consultant shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under this Contract shall be deductible, at the Commission's sole discretion,

against the claims, which the Consultant may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Consultant.

Shareholders, partners, members, or other equity holders of the Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

#### **11. CONFIDENTIALITY OF REPORTS**

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

#### **12. SUBCONTRACTING**

The Consultant may subcontract only those specific portions of the Services allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Consultant shall not subcontract any part of the Services covered by this Contract or permit subcontracted services to be further subcontracted without prior written approval by the Commission.

#### **13. INSURANCE**

Without limiting Consultant's indemnifications of the Commission provided in Section 14 below, Consultant shall procure and maintain, at Consultant's sole expense for the duration of this Contract or as otherwise set forth herein, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or

authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Consultant shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Consultant shall provide Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Consultant agrees that it will defend, indemnify and hold harmless the Commission, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Consultant shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Consultant represents and warrants that the insurance coverage required herein will also be provided by any entities with which Consultant contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: (Project Name; Project address, city, state, zip code).

The insurance policies set forth herein shall be primary insurance and noncontributory with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Consultant, and/or any entities with which Consultant contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Consultant to the Commission upon demand including interest thereon at the default rate. In the event of such a breach,

the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Consultant's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Consultant or the insurance carrier.

When Consultant, or any entity with which Consultant contracts, is naming the Commission as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Commission's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85. The following insurance policies shall be maintained by Consultant and any entity with which Consultant contracts for the duration of this Consultant, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") (hereinafter collectively referred to as the "Public Agencies"), and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Agents") shall be covered as additional insureds on such policy.

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of Public Agencies and their Agents. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." The Public Agencies and their Agents shall be covered as additional insureds on such policy.



D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than Two Million Dollars (\$2,000,000) for each occurrence (Three Million Dollars \$3,000,000 general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. Consultant shall require that the aforementioned professional liability insurance coverage language also be incorporated into its contract with any other entity with which it contracts for professional services.

Consultant agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract, any Notice to Proceed, or in relation to any of the properties or projects that are the subject of this Contract.

#### **14. INDEMNIFICATION**

The Consultant agrees to indemnify, defend and hold harmless the Public Agencies and their Agents from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Such indemnification language, in favor of the Public Agencies and their Agents, shall also be incorporated in Consultant's contracts with any and all entities, which are providing professional services, with which it contracts. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract. Consultant agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Agencies and their Agents, as applicable to each of them.

#### **15. COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission or its agent will evaluate Consultant's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 9.3, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Consultant. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Consultant

whether this Contract will be terminated at the end of the current year or will be continued into the next Contract year.

#### **16. COMMISSION OWNERSHIP OF DOCUMENTS**

All drawings, designs, plans, specifications, notes, data, reports, estimates, summaries and other documents (hereinafter collectively referred to as "Documents") prepared and furnished by the Consultant in relation to this Contract shall become the property of the Commission upon the Commission's written approval of the Documents or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Commission of its full rights of ownership and use of the Documents. The Consultant shall retain a record copy for its own files.

#### **17. INDEPENDENT CONSULTANT**

The Consultant shall perform the Services as an independent consultant and shall not be considered an employee of the Commission or under Commission supervision or control. This Contract is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Commission and the Consultant.

The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

#### **18. EMPLOYEES OF CONSULTANT**

Workers' Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the

actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

**19. CONSULTANT'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Consultant acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**20. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 19, "*CONSULTANT'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this Contract. Without limiting the rights and remedies available to Commission under any other provision of this Contract, failure of Consultant to cure such default within ninety (90) calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 9.3 - "TERMINATION FOR CAUSE" and pursue debarment of Consultant, pursuant to Commission Policy.

**21. POST MOST WANTED DELINQUENT PARENTS LIST**

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is County's and Commission's policy to strongly encourage all Consultants to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. The Child Support Services Department (CSSD) will supply Consultant with the poster to be used.

**22. INDEPENDENT CONSULTANT**

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Consultant. The Consultant's relationship to the Commission is solely as an independent consultant.

**23. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

**24. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Consultant shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

**25. COMPLIANCE WITH LAWS**

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Consultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Consultant shall comply with the following laws in Sections 26-38, inclusive, and 47-49, inclusive.

**26. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY – ASSISTED PROGRAMS)**

The Consultant shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**27. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Consultant shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**28. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Consultant shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

**29. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPORTUNITY IN EMPLOYMENT (NON-DISCTIMINATION IN EMPLOYMENT BY GEVERNMENT CONSULTANTS AND SUBCONSULTANTS)**

The Consultant shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Consultant's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Consultant becomes involved in, or is threatened with litigation by a subconsultant or vendor as a result of such direction by the Commission, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**30. SECTION 3 OR GAIN / GROW**

Depending on the funding source, the applicable of either Section 3 or GAIN / GROW will apply. If the Contract is funded with federal source(s), Section 3 will apply. If the project is funded with a non-federal source(s), GAIN / GROW would apply. If the project is funded with both federal and nonfederal sources, Section 3 would apply.

**31. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED (IF APPLICABLE)**

A. The work to be performed under this Contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract,

the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subconsultant is in violation of the regulations in 24 CFR Part 135. The Consultant will not subcontract with any subconsultant where the Consultant has notice or knowledge that the subconsultant has been found in violation of the regulations in 24 CFR Part 135.
- E. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**OR**

**GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM (if applicable)**

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. The Consultant shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

**32. CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Consultant acknowledges that Los Angeles (County) has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge, it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**33. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Consultant to maintain compliance with the requirements set forth in paragraph 32 "CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute a default under this Contract. Without limiting the rights and remedies available to Commission or County under any other provision of this Contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which Commission/County may terminate this Contract and/or pursue debarment of Consultant pursuant to County Code Chapter 2.206.

**34. FEDERAL LOBBYIST REQUIREMENTS**

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative



Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Consultant must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/subConsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**35. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Consultant shall notify its employees, and shall require each subConsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**36. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

**37. CONSULTANT RESPONSIBILITY AND DEBARMENT**

- A. A responsible Consultant is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible Consultants.
- B. The Consultant is hereby notified that if the Commission acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the Commission may, in addition to other remedies provided in this Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years, but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Consultant may have with the Commission.
- C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a

nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

- D. If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subconsultants and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

### **38. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless the Consultant has demonstrated to the Commission satisfaction either that Consultant is not a "Contractor" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the County under the Contract, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

- C. If the Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Contractor" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for an exception to the Program.
- D. The Consultant's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **39. ACCESS AND RETENTION OF RECORDS**

The Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

#### **40. CONFLICT OF INTEREST**

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Consultant shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

#### **41. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

#### **42. INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

#### **43. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither the Commission's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's negligent performance of any of the services furnished under this Contract.

#### **44. PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

#### **45. COPYRIGHT**

No Documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant. All Documents become the property of the Commission and the Commission holds all the rights to said Documents. The Consultant assumes no responsibility for the use of Documents in whole or in part in connection with Services that is outside the scope of this Contract.

#### **46. NOTICES**

The Commission shall provide the Consultant with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that

Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

The Consultant shall provide the Commission with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Consultant has actual knowledge of such injury or damage. Consultant shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission:        Scott Stevenson, Director  
                                 Construction Management Unit  
                                 Community Development Division  
                                 Community Development Commission of the County of Los Angeles  
                                 700 W. Main Street  
                                 Alhambra, CA 91801

The Consultant:        Evan Mather, Principal in Charge  
                                 Ahbe Landscape Architects  
                                 617 West Seventh Street, Suite 304  
                                 Los Angeles, CA 90017

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Consultant and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**47. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Consultant shall notify and provide to its employees, and shall require each subConsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**48. CONSULTANT'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Consultant acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission's policy to encourage all Commission Consultants to

voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its subconsultants, if any, to post this poster in a prominent position in the subconsultant's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Consultant with the poster to be used.

#### **49. CONSULTANT'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Consultants to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission Consultants that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Consultant that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

#### **50. AUTHORIZATION WARRANTY**

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

#### **51. CONSULTANT'S COMPLIANCE WITH THE HOUSING AUTHORITY'S SMOKE FREE POLICY AT ALL HOUSING DEVELOPMENT PROPERTIES (This is only applicable when services provided are for Housing Authority owned properties)**

The Consultant represents that it will comply with the Housing Authority's policy strictly prohibiting smoking on all Housing Authority housing development properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130<sup>th</sup> Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 20 feet away from a Housing Authority building and is clearly labeled as a "**Smoking Designated Area.**" The Consultant acknowledges and understands that the Housing Authority's smoke free policy applies to all residents, guests, visitors, vendors, contractors, and staff.

#### **52. TIME OFF FOR VOTING**

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Consultant and subconsultants shall keep posted conspicuously at the place of work, if

practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**53. REMEDIES**

The rights and remedies of the Commission provided for under this Contract are in addition to any other rights and remedies provided at law or in equity. Commission may assert, either during or after performance of this Contract any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.

**54. RELEASE OF NEWS INFORMATION**

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Contract or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or designee.

**55. CERTIFICATION REGARDING LOBBYING**

Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Contract are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

**56. CONTRACT EVALUATION AND REVIEW**

The ongoing assessment and monitoring of this Contract is the responsibility of the Commission's Contracting Officer or designee.

**57. ENTIRE CONTRACT**



Any modifications or amendments to this Contract shall be invalid and of no force and effect, unless such is in writing and signed by all parties hereto. This Contract includes the following attachments:

- [illegible]

## SIGNATURES

IN WITNESS WHEREOF, the Commission and the Consultant, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

AHBE LANDSCAPE ARCHITECTS, INC.

By \_\_\_\_\_  
Sean Rogan  
Executive Director

By \_\_\_\_\_  
Evan Mather  
Principal in Charge

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

APPROVED AS TO PROGRAM:  
CONSTRUCTION MANAGEMENT UNIT  
COMMUNITY DEVELOPMENT DIVISION

By \_\_\_\_\_  
Talin Halabi  
Deputy County Counsel

By \_\_\_\_\_  
Scott Stevenson  
Director

# **ATTACHMENT A**

## **STATEMENT OF WORK**

## **1.0 STATEMENT OF WORK**

The Community Development Commission (Commission)/Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing and community development agency. The Commission and the Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission and the Housing Authority maintain many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

The Commission is seeking a Consultant to provide Landscape, Architectural and Engineering services and to perform some and/or all of the following the items listed below as required.

## **2.0 GENERAL REQUIREMENTS**

The Consultant shall perform all landscape, architectural and engineering design work as described in Section 3.0 and other services related to or required for the performance of this Contract such as, but not limited to, the items listed below:

- 2.1** Prepare Conceptual Design, Schematic Design and Design Development for Phase 1A of the Earvin "Magic" Johnson Park. The design will impact approximately 22 acres of the existing 126 acre park and be based on the New Site Plan dated 3.3.16 (Attachment B). The Phase 1A features and approximate square Phase 1A will include the following:

Community Event Center - 20,000 square feet (s.f.)  
Wedding Pavilion - 1,250 s.f.  
Outdoor Amphitheater - 70,000 s.f.  
Civic Plaza - 10,000 s.f.  
Sculpture Garden - 10,000 s.f.  
Reflecting Pool - 17,000 s.f.  
Splash Pad - 20,000 s.f.  
Group Picnic Areas - 2,500 s.f.  
Restrooms – 500 s.f. ea.  
Entry Gate/Kiosk  
Parking - 60,000 s.f.  
Overflow parking - 35,000 s.f.  
Multi-Use trail – 2,000 linear feet  
Landscaping 500,000 s.f.

- 2.2** Provide an updated civil engineer's survey documenting existing site conditions such as site boundaries, dimensions, features, easements, structures, utilities, trees, topography, and any other items needed to

prepare conceptual, schematic and design development drawings for the new site and building features.

- 2.3** Provide an updated soils/geotechnical report.
- 2.4** Provide a traffic report as required by the Department of Public Works.
- 2.5** Contract and coordinate with a marketing / public outreach consultant.
- 2.6** Attend community design presentations and participate as required.
- 2.7** Prepare on-site and off-site design including parking lot design.
- 2.8** Coordinate with the Commission, County Department of Parks & Recreation, CEO and Second Supervisorial District Board Office and all other stakeholders over the design.
- 2.9** Attend technical meetings and/or review documentation regarding the brownfield clean-up. Incorporate recommended strategies and procedures into design.
- 2.10** Utilize a subconsultant team approved by the Commission to provide architecture, engineering and all other required services to complete conceptual design through design development on Phase 1A.
- 2.11** Prepare a detailed schedule showing how the Consultant will meet the Commission's target deadlines with respect to phases identified in Section 3.0 below. Provide for the Specific Work Requirements identified in 3.0 below.

### **3.0 SPECIFIC WORK REQUIREMENTS**

#### **3.1 FEASIBILITY STUDIES**

The Consultant shall prepare any feasibility studies requested. This may include, but is not limited to, items such as the following:

- 3.1.1 zoning research
- 3.1.2 preparing conceptual planning options
- 3.1.3 graphic planning presentations and massing models
- 3.1.4 presenting such studies and findings at various agency meetings
- 3.1.5 presenting opportunities for sustainability features for the landscape and buildings. Note: The Community Event Center has a County minimum requirement to be LEED silver.

### **3.2 PROGRAMMING PHASE**

The Consultant shall solicit programming information from Agency representative(s), proposed user/operator(s), other agents and/or Consultants to ascertain design needs, requirements, criteria and constraints. This may include, but is not limited to, items such as the following:

- 3.2.1 Land use analysis
- 3.2.2 Planning studies
- 3.2.3 Site analysis
- 3.2.4 Zoning research
- 3.2.5 Community plan research
- 3.2.6 Entitlement research
- 3.2.7 Environmental coordination related to the brown field clean-up
- 3.2.8 Interfacing with various user groups on multiple levels to solicit programming information and requirements.
- 3.2.9 List and clarify primary users and uses of landscape areas and buildings.
- 3.2.10 Perform site visits of facilities that may serve as a precedent or example of planned facilities.
- 3.2.11 Identify adjacency and functionality requirements of users and spaces.
- 3.2.12 Prepare conceptual planning options for showing space utilization.
- 3.2.13 Graphic planning presentations with plans, sections, elevations, sketches and massing models.
- 3.2.14 Translate programmatic information into bubble diagrams and conceptual design.
- 3.2.15 Presenting such studies and findings at various agency and community meetings.

### **3.3 CONCEPTUAL DESIGN THROUGH DESIGN DEVELOPMENT**

The Consultant shall refine the new site plan (Attachment B) provided by the Commission, and provide conceptual designs, schematic design and design development drawings, including, but limited to:

- 3.3.1. Prepare designs, plans, drawings, calculations, and specifications for the proposed project.
- 3.3.2 Meet with Agency representatives, operator, Board Office and other stake holders to finalize the design scope of work and intent.
- 3.3.3 Research and review all existing documents and data regarding the site including any available as-built information.

- 3.3.4 Interface with all relevant governmental and other agencies having jurisdiction over this project, and ensure that all of their requirements are addressed in the project design.
- 3.3.5 Perform site investigations to identify above ground structures and evaluate all existing plant material with special attention to the existing trees. Obtain all utility drawings to understand the type and location of all existing utilities that extend from the street onto the site.
- 3.3.6 Develop conceptual floor plans of all above ground structures including the Events Center, Amphitheater, and Wedding Pavilion. Develop conceptual site plan options showing parking, structures, multi-use trail, secondary trails, playgrounds, picnic areas, landscape areas, water features, etc. Show plan for existing park trails and areas that will remain in operation while Phase 1A is in construction. Prepare conceptual elevations, sections, sketches, 3d models to investigate and describe the character of the proposed spaces. Prepare alternate conceptual designs illustrating different opportunities especially for the Events Center.
- 3.3.7 Present the conceptual designs to multiple audiences which may include agencies such as the following: the Commission, Department of Parks & Recreation, Department of Public Works, Board of Supervisors' Offices, Water Board, CEO's Office, and/or other stakeholders.
- 3.3.8 Prepare landscape schemes that incorporate environmentally responsible and easy to maintain plants, shrubs, and trees that are drought tolerant and, when mature, will provide ample shade.
- 3.3.9 Develop a complete schematic design based on the approved concept design(s). Prepare scaled site plans, floor plans, elevations, sections, sketches, 3d models to investigate and describe the character of the proposed spaces.
- 3.3.10 Present the schematic designs to multiple audiences.
- 3.3.11 Prepare design development documents based on the approved schematic designs. These documents should fully describe Phase 1A of the Park Master Plan and include a draft technical specification in the CSI 16-division format.
- 3.3.12 Design the new project, drawn to scale, in AutoCAD saved to version 2013.

- 3.3.13 Work with all subconsultants to deliver a fully coordinated design that takes into consideration all disciplines including landscape architecture, civil, architectural, structural, mechanical, plumbing, and electrical.
- 3.3.14 Coordinate with agency representatives, Department of Parks & Recreation staff and/or Internal Services Division over furniture, fixture and equipment selections. Construction documents will include drawings and specifications for the FF&E's (see Allowance item g.).
- 3.3.15 Comply with all Title 24 energy and ADA accessibility requirements, County of L.A. codes, and applicable California codes.
- 3.3.16 Follow all recommendation outlined in the latest Soils Management Plan developed for the Park site by the County's Environmental Consultant or Exon-Mobile.
- 3.3.17 Provide a draft Storm Water Pollution Prevention Plan (SWPPP), in accordance with the latest Soils Management Plan.
- 3.3.18 Include off-site improvements that may include sidewalks, new driveway approaches, street lights, storm water and other utility lines. Consultant shall fully coordinate with all applicable utility companies and Public Works to ensure that all utility requirements and connections are properly coordinated and incorporated into the on-site and off-site design for the project. Consultant shall confirm all points of connection, connection routes, and types of connections/meters, etc. with utility companies and utility service planners to mitigate construction change orders.
- 3.3.19 Coordinate the interface between all existing to remain site features including, but not limited to, curbs, gutters, driveway aprons, flatwork; new electrical transformer enclosures; trash enclosures; and any other site structures. Coordinate all site utility elements for all structures with all utility purveyors. Provide design and calculations, as needed to meet utility requirements.
- 3.3.20 Clearly indicate in construction drawings and specifications the existing structures and infrastructure that are to be protected in place while new improvements are constructed.
- 3.3.21 Provide value engineering services as requested by the Commission during each of the design phases, and make changes as necessary to keep the Consultant's final cost estimate within 10% of the currently established construction budget. To assist with value



engineering, the Consultant shall present to Agency alternative designs, engineering, materials, and methods of construction that will reduce costs and the contract time. Failure by Consultant to comply with such obligation may constitute a breach of this Contract. Commission shall have the right, at its sole discretion, to decline to approve and incorporate Consultant's cost reduction alternatives into the Work.

3.3.22 Submit drawings at various design phases to the Agency for review and comment. Make corrections following each submission. The design phases are identified below:

- 3.3.22.1 Conceptual Phase
- 3.3.22.2 Schematic Phase
- 3.3.22.3 Design Development Phase

3.3.23 Prepare cost estimates. Consultant shall prepare a written cost estimate on an electronic spreadsheet format program so that "what-if" scenarios and value-engineering options can, if necessary, be considered throughout the design process. Additionally, Consultant shall prepare an ongoing value-engineering list of items with dollar amounts at each design phase that identifies possible options that may help project stay under budget during each design and construction phases. Submit cost estimates in the following format and at the following phases:

- 3.3.23.1 Conceptual Design. Provide 2 conceptual cost estimates based on construction type and cost per square foot.
- 3.3.23.2 Schematic Design. Provide a detailed, itemized take off cost estimate at 100% schematic design.
- 3.3.23.3 Design Development. Provide a detailed, itemized take off cost estimate at 100% design development.

### **3.6 Design Within Funding Limits**

The Consultant shall re-design the project to meet the above-named budgetary targets at no cost to the Commission, if the proposed design as bid varies more than 10% above the Commission's budget or more than 10% below the budget.

### **3.7 Standard of Care**

The Consultant shall represent, covenant, and agreed to all of the services to be furnished by the Consultant under or pursuant to this Contract, from the inception of this Contract until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and

competent landscape architects engaged in landscape architectural practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"])).

Consultant shall accept the special relationship of trust and confidence established between it and Commission by this Contract.

The Consultant shall covenant to design the Project to further the interests of Commission in accordance with Commission's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Contract.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract.

The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

### **3.8 Project Schedule**

The Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed for each project or assignment under this Contract.

The Consultant shall provide monthly updates as needed to track design progress, including design Consultants' progress, using Microsoft Schedule or similar scheduling software. If using other similar scheduling software, the choice of software needs to be approved by the Owner's representative prior to implementing.

## **4.0 RESPONSIBILITIES**

The Commission and the Consultant's responsibilities are as follows:

### **Commission**

#### **4.1 Personnel**

4.1.1 The Commission shall monitor the Consultant's performance in the daily operation of this Contract.

- 4.1.2 The Commission shall provide direction to the Consultant in areas relating to policy, information and procedural requirements.
- 4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

## **4.2 Project Manager**

- 4.2.1 The Consultant shall provide a full-time Project Manager with a Landscape Architectural license from the State of California with at least (5) years of experience in managing projects of similar size and scope as contained in this Statement of Work.
- 4.2.2 The Consultant's Project Manager shall act as a central point of contact with the Commission, and shall have full authority to act for the Consultant on all matters relating to the daily operation of the Contract.
- 4.2.3 The Consultant shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.
- 4.2.4 The Consultant's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

## **4.3 Personnel**

- 4.4.1 The Consultant shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Consultant in every detail and must be able to communicate effectively.
- 4.4.2 The Commission requires the Consultant, at the Consultant's expense, to conduct background security checks on their employees assigned to the Contract.

## **4.4 Consultant's Team**

The Consultant's employees and subconsultants identified below are considered essential to the Services to be provided pursuant to this Contract. Prior to diverting or substituting any of the specified individuals, the Consultant shall provide Commission with fifteen (15) days prior written notice and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Commission.

**Key Team Members:**

Calvin Abe, FASLA  
Evan Mather, ASLA  
Gary Lai, ASLA  
Wendy Chan

**Subconsultants:**

CWE (Civil Engineering)  
Paul Murdoch Architects (Architecture)  
KPFF (Structural Engineering)  
Integral Group (Mechanical, Electrical and Plumbing Engineers)  
TBD Consultants (Cost Estimating)  
Sweeney (Irrigation Designer)  
Chew Specifications (Specification Writer)  
The Robert Group (Community Outreach)  
National Roofing Consultants (Waterproofing)  
PACE (Water Features)  
Selbert Perkins Design (Wayfinding)  
Horton Lees Brogdan (Lighting)  
KOA (Traffic)  
Garn Wallace (Soils Lab)  
Cy Carlberg (Arborist)  
Geotech Professionals Inc. (Geotechnical Engineers)  
John Greenlee (Grass Ecology)  
Land IQ (Soils, Agronomists, Ecologists)  
Food Service (Kitchen Consultant)  
Integral (Low Voltage)  
Zinner (Sustainability / LEED Consulting and Commissioning)  
Heider Engineering (Special Inspections)

#### **4.5 Uniform / Identification**

4.5.1 The Consultant's employees must wear visible identification when working under the Contract on Commission property. The identification shall be Commission Visitor ID.

4.5.2 The Consultant's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

#### **4.6 Materials and Equipment**

The Consultant is responsible for the purchase of all materials/equipment to provide the needed services. The Consultant shall use materials and equipment that are safe for the environment and safe for use by the Consultant's employee.

#### **4.7 Training**

The Consultant shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

#### **4.8 Consultant's Office**

The Consultant shall maintain an office with a telephone in the company's name where the Consultant conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Consultant's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within two (2) hours of receipt of the call.

#### **4.9 Periodic Meetings**

Consultant is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

### **5 HOURS / DAYS OF WORK**

Commission office hours are from 8:00 a.m. to 5:00 p.m. Commission offices are closed on the following Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

### **6 QUALITY CONTROL PLAN**

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;

- A record of all inspections conducted by the Consultant;
  - any corrective action taken,
  - the time a problem was first identified,
  - a clear description of the problem,
  - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

## **7 QUALITY ASSURANCE PLAN**

The Commission will evaluate the Consultant's performance under this Contract using the following quality assurance procedures:

### **7.1 Performance Requirements Summary (*Exhibit 1*)**

The Commission shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Consultant's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Consultant beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Consultant.

When the Consultant's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Consultant to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Consultant must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Consultant by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Consultant to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Consultant's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Consultant's future invoice.

This section does not preclude the Commission's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract.

## **7.2 Periodic Performance Reviews**

The Commission will conduct periodic reviews to evaluate the Consultant's performance.

## **7.3 Contract Deficiency Notice**

The Commission will make verbal notification to the Consultant of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Consultant.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

## **7.4 Commission Observations**

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Consultant's performance.

## 8.0 ADDITION/DELETION OF WORK

The Commission reserves the right to add or delete work during the term of the Contract. The Consultant's fees will be adjusted by negotiation between the Commission and the Consultant.

### EXHIBIT 1 of ATTACHMENT A PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Conceptual Design (SOW Section 3.0)	Completion of Conceptual Design Drawings	Receipt of final Conceptual Drawings	Withhold payment for that service.
Schematic Design (SOW Section 3.0)	Completion of Schematic Design Drawings	Receipt of final Schematic Design Drawings	Withhold payment for that service.
Design Development (SOW Section 3.0)	Completion of Design Development Drawings	Receipt of final Design Development Drawings	Withhold payment for that service.
Construction and Specifications Documents (SOW Section 3.0)	Completion of Construction and Specification Documents	Receipt of final Construction Drawings (Plan Check Approved)	Withhold payment for that service.
Bidding (SOW Section 3.0)	Completion of Bidding	Receipt of Acceptable Bids	Withhold payment for that service.
Construction Administration (SOW Section 3.0)	Completion of Construction	Receipt of Certificate of Occupancy	Withhold payment for that service.
Other Services	Completion of Specific Services	Receipt of Drawings and/or Documents Evidencing Completion of Services	Withhold payment for that service.



# **ATTACHMENT C**

## **FEE SCHEDULE**

**ATTACHMENT C**  
**FEE SCHEDULE FOR ARCHITECTURAL SERVICES**

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of \$1,233,544.00.

Payment for Consultant fee shall be made based on the phases and amounts specified below. These amounts include the cost of all services including those of the subconsultants in this Contract.

Conceptual Design (32.00%) \$391,881.30  
Schematic Design (34.00%) \$420,831.35  
Design Development (34.00%) \$420,831.35

Total for Basic Services: \$807,848.56

The above phases include, allowance for consultant(s), deputy inspections, testing, entitlement fees, reimbursable items or other required services, subject to Commission review and approval, shall be up to \$425,695.44. The architect may charge an hourly rate at the following rates below. However, these rates must be negotiated and agreed to prior to commencing extra services that is not part of the basic services contract.

Principal Design Director: \$250.00 per hour  
Principal Project Director: \$200.00 per hour  
Senior Project Manager: \$160.00  
Project Manager: \$130.00 per hour  
Urban Horticulturist: \$130.00 per hour  
Project Designer: \$100.00 per hour  
Administrative: \$70.00 per hour

Additionally, any agreement, amendment or combination of amendments that might result in a total adjusted Agreement sum of One Hundred Thousand Dollars (\$100,000) or above beyond the authorized contingency amount must first be approved by the Board of Commissioners of the Commission.

# **ATTACHMENT D**

## **FORMS & NOTICES**

